

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: 07/19/06

Division: Monroe County Sheriff's Office

Bulk Item: Yes XX No     

Department: Monroe County Sheriff's Office

Staff Contact Person: Chief Mike Rice

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**AGENDA ITEM WORDING:**

Request for approval of an interlocal agreement between Monroe County, Monroe County Sheriff's Office and Global Sky Aircharter (and entity wholly owned by the Sheriff) for the operation of an air ambulance for hire.

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**ITEM BACKGROUND:**

N/A

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**PREVIOUS RELEVANT BOCC ACTION:**

Approval of an agreement to operate the original Trauma Star under the public use category

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**CONTRACT/AGREEMENT CHANGES:**

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**STAFF RECOMMENDATIONS:**

Approval

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**TOTAL COST:** N/A

**BUDGETED:** Yes      No     

**COST TO COUNTY** N/A

**SOURCE OF FUNDS:**

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty.      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

Richard D. Roth, Sheriff

**DOCUMENTATION:** Included XX Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

## AIR AMBULANCE AGREEMENT

THIS AIR AMBULANCE AGREEMENT (hereinafter, the "Agreement"), made and entered into this \_\_\_\_\_ day of July, 2006, by and between **MONROE COUNTY**, a political subdivision of the State of Florida, United States of America ("USA"), with principal offices located at 1100 Simonton Street, Key West, Florida 33040, USA (hereinafter referred to as the "County"); and **MONROE COUNTY SHERIFF'S OFFICE**, a legal subdivision of the State of Florida USA, with offices at 5525 College Road, Key West, Florida 33040, USA (hereinafter referred to as the "Sheriff"); and **GLOBAL SKY AIRCHARTER CORPORATION**, a Florida USA corporation, with offices at 5525 College Road, Key West, Florida 33040, USA (hereinafter referred to as "Global") (collectively, hereinafter, the County, Sheriff and Global, shall be referred to as the "Parties").

### WITNESSETH:

WHEREAS, County intends, by and through this Agreement, to enter into an arrangement for the provision of rapid air transport of critically injured or critically ill patients with appropriate on-board medical support to medical facilities outside Monroe County (collectively, "EMS Air Operation") a more detailed description of which is attached hereto as Exhibit A; and

WHEREAS, the Parties intend, by and through this Agreement, to clarify certain economic, billing and collection procedures for the EMS Air Operation and related professional services (collectively, the "Economic Administration") between the Sheriff, Global and County; and

WHEREAS, collectively, the EMS Air Operation and the Economic Administration shall be referred to as the "Project"; and

WHEREAS, in order to facilitate the Project the County and Sheriff acquired a 1981 Sikorsky model S-76A helicopter, manufacturer's serial number 760197, registered with the USA's Federal Aviation Administration ("FAA") as N322LF (pending registration change to N911FK) (the "Helicopter"), which Helicopter power-plant has been converted to the S-76A++ configuration, and includes a full EMS Air Operation interior, and its attached engines and rotors, books, logs, tags, maintenance records and loose equipment related thereto in the Sheriff's possession (collectively, the "Aircraft"); and

WHEREAS, the Aircraft is registered by the FAA to the Sheriff; and

WHEREAS, Global is wholly owned and controlled by the Sheriff, and Global is fully licensed by the FAA in order for Global and the Sheriff (collectively, hereinafter the Sheriff and Global shall be referred to as the "Contractor") to operate the Aircraft on an on-demand charter basis for said Project and EMS Air Operation pursuant to Title 14 of the Code of Federal Regulations ("CFR") at 14 CFR Part 135 (the "Part 135 Certificate"); and

WHEREAS, the Contractor represents that it is capable and prepared to provide such EMS Air Operation and to facilitate the Project for the County, by and through use of the Part 135 Certificate; and

WHEREAS, the County represents that it is capable and prepared to provide certain Economic Administration, as further defined in this Agreement.

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NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

#### **ARTICLE 1 – RECITALS & EFFECTIVE DATE**

1.1 The foregoing preliminary statements are true and correct and are incorporated herein and made a part of this Agreement.

1.2 The effective date of this Agreement shall be after the approval of County Board of County Commissioners and effective for a fifteen (15) year term from July 19, 2006 through July 18, 2021.

1.3 County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners.

#### **ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR**

2.1 Contractor will provide any and all services to County relative to EMS Air Operations relative to this Project, in order that County residents and visitors within Monroe County may be able to benefit from access to the Aircraft, and in order for County EMS Personnel (as defined in paragraph 3.1 below) and Contractor to provide for both emergency relocation for medical purposes and treatment, and inter-facility transport of patients for medical purposes (collectively, the "Contract Services").

2.2 Contractor will fully cooperate with County in order to establish and facilitate Contractor Billing (as defined in paragraph 3.2 below).

2.3 Additional work in excess of Contract Services and Contractor Billing may be issued in the form of a work order ("Supplementary WO"). Each Supplementary WO will set forth a specific scope of services, amount of compensation, deliverables and completion date and shall be subject to the approval of County.

2.4 Except for Contract Services and Contractor Billing Contractor shall perform no additional services until any applicable Supplementary WO is obtained from County and countersigned by the Contractor.

2.5 County acknowledges that Global's Part 135 Certificate is subject to strict adherence to the CFR's and other FAA rules and regulations relative to the Part 135 Certificate ("Part 135 Rules"), and thus this Project, the Contract Services, and Supplementary WO's (if any) will at all times be subject to these Part 135 Rules, and when the intent of this Agreement and the Project contradict these Part 135 Rules said Part 135 Rules shall prevail.

2.6 County further acknowledges that Contract Services are subject to strict adherence to the Florida Administrative Code ("FAC"), particularly Chapter 64E-2 of the FAC as relates to EMS Air Operation ("FAC 64E-2 Rules"), and thus this Project, the Contract Services, and Supplementary WO's (if any) will at all times be subject to these FAC 64E-2 Rules, and when the intent of this Agreement and the Project contradict these FAC 64E-2 Rules said FAC 64E-2 Rules shall prevail.

2.7 County additionally acknowledges that, pursuant to the requirements of the FAA and the CFR's, the Sheriff and Global shall enter into a lease by and between Sheriff as owner of the Aircraft, and Global as operator of the Aircraft for this Project (the "FAA Lease").

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2.8 The Parties acknowledge that the FAA Lease, as well as other FAA documentation issued pursuant to the Part 135 Certificate, shall give full command and control of the Aircraft, during any and all operations thereof, including all operations relative to the Project, to the FAA approved Global personnel and to Global itself ("Global Command and Control").

2.9 Contractor shall furnish all flight crew and maintenance personnel (or coordinate third party maintenance, as approved by the FAA), in order to affect Global Command and Control and in order to accomplish the EMS Air Operation.

### ARTICLE 3 – COUNTY'S RESPONSIBILITIES

3.1 County shall furnish, at its sole cost, as provided in the annual budget and amendments thereto, all emergency medical service personnel in order to facilitate the Project and in order to accomplish the medical and medical transport aspects of the EMS Air Operation (the "County EMS Personnel").

3.2 County to formulate, establish and administer a billing and collection procedure to users of the Contract Services (and/or their medical insurance providers) in order that County can, to the maximum extent possible, be reimbursed in whole or in part for said Contract Services (the "Contractor Billing"). Such Contractor Billing procedures are subject to certain requirements of the Part 135 Certificate, and thus the Parties will cooperate with one another in order to affect Contractor Billing in compliance with the CFR's, Part 135 Rules and FAC 64E-2 Rules ("Billing Requirements"). Notwithstanding these Billing Requirements, all revenue derived from said Billing Requirements shall be deemed the property and entitlement of the County ("Part 135 Receivables").

3.3 The cost of the EMS Air Operation (and the cost of County EMS Personnel) shall be borne by County pursuant to the budget as provided in Section 3.1 above, with credits devolving from Part 135 Receivables credited thereto.

3.4 County shall, during the term of this Agreement, provide all appropriate administrative support, including but not limited to the staffing and equipment and any independent contract billing agency to provide for the billing of services, to the Project and Contract Services as deemed reasonable by the Parties.

3.5 County shall not enter into any other agreement for rapid air transport of critically injured or critically ill patients to appropriate medical facilities [air ambulance services] without the express written permission of the Contractor.

3.6 County shall be responsible for engaging any third party collection service for uncollectible accounts for Part 135 Receivables.

3.8 County shall comply and cooperate with Contractor in all matters to ensure proper compliance with all Federal, State and local laws rules and regulations as applicable to the Contract Services.

3.9 County shall take no action to in any way interfere with the Federal requirements relative to Global Command and Control.

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3.10 As affirmed in paragraph 1.3 above, County's performance and obligation to meet the requirements of this Section 3 is contingent upon an annual appropriation by the Board of County Commissioners.

#### **ARTICLE 4 - STANDARD OF CARE**

Contractor shall exercise the same degree of care, skill, and diligence in the performance of Contract Services as is ordinarily provided by any provider of similar services for local governments in South Florida.

#### **ARTICLE 5 – CONTRACTOR STATUS**

5.1 The Sheriff and the County are both sub-divisions of the State of Florida, and are thus subject to the same sovereign status afforded other Florida state entities.

5.2 Global, as an entity wholly owned by the Sheriff, is further subject to the same sovereign status as a Florida state entity.

5.3 Contractor shall appoint County as authorized agent of the Contractor, to the extent necessary to fulfill Contractor Billing under this Agreement, to execute the following types of standard forms and correspondences: (a) Probate filings, (b) letters to patients or their representatives relative to account payment, (c) forms verifying the tax-exempt status of the Parties, (d) insurance filings and related forms, and (d) any and all other documents necessary in order for County to bill and collect Project services.

5.4 The Contractor shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of service by Global for the EMS Air Operation. Contractor and Global shall be fully responsible for all matters relating to payment of their employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters related to the EMS Air Operation.

#### **ARTICLE 6 - COMPLIANCE WITH LAWS**

In performance of the Contract Services, the Parties will comply with applicable CFR's, FAC's, regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards, particularly including Part 135 Rules and FAC 64E-2 Rules.

#### **ARTICLE 7 - INSURANCE**

During the performance of the Contract Services under this Agreement, Contractor shall procure and maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverage shall be written by an insurance company authorized to do business in Florida.

8.1 Aviation Liability. The Contractor shall procure and maintain, for the life of this Agreement, aviation liability insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include all aviation liability coverage reasonably available to commercial aircraft operators contemplated in these Contract Services. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. The minimum limits of coverage shall be US\$25,000,000 per occurrence, combined single limit for bodily injury, liability and property damage liability. County Board of County Commissioners must be named

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as an additional insured. Thirty (30) days written notice must be provided to County in the event of cancellation.

8.2 Aviation Hull. The Contractor shall procure and maintain, for the life of the Agreement, coverage for the value of the Aircraft, initially in the sum of US\$4,000,000.00, with a deductible sum not to exceed US\$100,000.00. The loss payee for this coverage shall be the Sheriff. This policy shall be in the standard aviation form available in the industry for Part 135 Certificate holders and in contemplation of the Contract Services, to include accidental damage, total destruction, theft, fire, and related casualties.

### 8.3 Supplemental Provisions

a. The insurance coverage and conditions afforded by the policies defined in this Section shall not be suspended, voided, canceled or modified, except after thirty (30) days prior written notice has been given to the County.

b. Certificates of Insurance meeting the specific required provision specified within this Agreement shall be forwarded to the County and approved prior to the start of any work or the possession of any County property or the commencement of Contract Services, as applicable.

c. The Contractor shall require each of its subcontractors to take out and maintain during the life of said subcontract the same insurance coverage's required within this Agreement. Each subcontractor shall furnish to the Contractor two copies of the Certificate of Insurance, and Contractor shall furnish one copy of the certificate to County.

d. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

## **ARTICLE 9 – FORCE MAJEURE**

Neither County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, or *force majeure*, the effect of which, by the exercise of reasonable diligence, any of the non-performing Parties could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions. Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 10 - GOVERNING LAW AND VENUE**

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This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Monroe County and the Agreement will be interpreted according to the laws of Florida. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that they will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

## ARTICLE 11 - MISCELLANEOUS

11.1 Non-waiver. A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by the Parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

11.2 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

11.3 Contractor Records. The Parties shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each of the Parties to this Agreement or their authorized representatives shall have reasonable and timely access to such records of any other of the Parties to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

11.4 Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County, Sheriff and corporate action, as required by law.

11.5 Claims for Federal or State Aid. Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all such applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

11.6 Adjudication of Disputes or Disagreements. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between

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representatives of each of the Parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the Parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

11.7 Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

11.8 Cooperation. In the event any administrative or legal proceeding is instituted against any of the Parties relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that none of the Parties to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

11.9 Nondiscrimination. County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11.10 Covenant of No Interest. Except for the relationships defined in Article 5 above, County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

11.11 Code of Ethics. County and Sheriff agree that officers and employees of the County and Sheriff recognize and will be required to comply with the standards of conduct for public officers

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and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

11.12 No Solicitation/Payment. The Sheriff entered into a professional fees arrangement with the Aviation Professionals Group in Fort Lauderdale, Florida; and purchased the shares for Global from the former shareholder thereof. Other than these arrangements the County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

11.13 Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

11.14 Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

11.15 Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

11.16 Attestations. Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

11.17 No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable

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personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

11.18 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

11.19 Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

## **ARTICLE 12 - INTEGRATION AND MODIFICATION**

Except for the FAA Lease (to which the County is not a party), this Agreement is adopted by County and Contractor as a final, complete and exclusive statement of the terms of the Agreement between County and Contractor. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between County and Contractor pertaining to the Contract Services, whether written or oral. The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by all the Parties.

## **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

County and Contractor each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by County, whose consent will not be unreasonably withheld.

## **ARTICLE 14 - CONTINGENT FEES**

Except as defined in paragraph 11.12 above, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 15 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the fees and costs used to determine the compensation provided for in this Agreement are no higher than those charged to other customers of Contractor for the same or substantially similar service, provided that the customer is of comparable size and demographic.

## **ARTICLE 16 - OWNERSHIP OF DOCUMENTS**

Contractor shall be required to work in harmony with other Contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of County upon completion for its use and distribution as may be deemed appropriate by County. Failure to turn over such

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documents within seven (7) days of when requested may be cause for County to withhold any payments due Contractor or to enforce this clause by legal remedies.

#### ARTICLE 17 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, or overnight courier as follows:

As To County:

Monroe County Fire/Rescue Services Department  
490 63<sup>rd</sup> Street  
Marathon, Florida 33050  
Attention: Chief Clark O. Martin, Jr.

And

County Attorney's Office  
Suzanne Hutton, Esquire  
County Attorney  
P. O. Box 1026  
Key West, Florida 33041-1026

As To the Sheriff:

Monroe County Sheriff's Office  
5525 College Road  
Key West, Florida 33040  
Attention: Chief Michael Rice, Administration

As To Global:

Global Sky Aircharter Corporation  
5525 College Road  
Key West, Florida 33040  
Attention: Mark Willis, Esq., Legal Department

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and County.

IN WITNESS WHEREOF, County Board of County Commissioners, at a regular meeting thereof, by action of County Board of County Commissioners and directing the foregoing be adopted, has caused these presents to be signed, and its seal to be affixed hereto; and both the Monroe County Sheriff's Office and Global Sky Aircharter Corporation have executed this contract as of the day and year first above written.

County's Initials \_\_\_\_\_  
Sheriff's Initials \_\_\_\_\_  
Global's Initials \_\_\_\_\_

(Agreement signatures appear on the following page)

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY

(Seal)

By: \_\_\_\_\_  
Mayor/Chairperson

Attest:  
DANNY L. KOLHAGE, CLERK

By: \_\_\_\_\_  
Deputy Clerk

MONROE COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Richard D. Roth, Sheriff

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

  
SUZANNE A. HUTTON  
COUNTY ATTORNEY  
Date 7/10/06

GLOBAL SKY AIRCHARTER CORPORATION

By: \_\_\_\_\_  
Richard D. Roth, President

Approved by Monroe County on \_\_\_\_\_, 2006, Item number \_\_\_\_\_

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Sheriff's Initials \_\_\_\_\_  
Global's Initials \_\_\_\_\_

## Exhibit A

The “EMS Air Operation” is a joint operation of the Monroe County Board of County Commissioners and the Monroe County Sheriff’s Office.

The Sheriff provides an S-76 helicopter equipped for air ambulance service, pilots, mechanics, an aircraft hangar and living quarters for air and medical crews, and FAR Part 135 compliant management of aviation operations.

The Monroe County Fire Rescue provides medical crews for air ambulance operations consisting of properly trained and licensed Paramedics and Emergency Medical Technicians, medical equipment and supplies, ground ambulance operation coordination, and professional management of emergency medical services.

Flight nurses may be employed at some time in the future.

The Sheriff and County will base flight and medical personnel on a 24-hour basis at the Sheriff’s hangar in Marathon. The “EMS Air Operation” will provide rapid air transport and appropriate on-board medical services for critically ill or injured patients requiring transfer to out-of county medical facilities.